

Habersham County, Rabun County, Towns County, Union County, White
County, Banks County, Barrow County, and Buford City
Boards of Education
School Nutrition Programs

Request for Proposal
Chicken Processing, 100103, CHICKEN LARGE CHILLED BULK;
100100, CHICKEN SMALL CHILLED BULK.

Issued on: February 22, 2019
Final Date for Written Questions: March 8, 2019
Bid Due Date: March 22, 2019

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your

completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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DEFINITIONS

Addendum - A change, addition, alteration, correction or revision to a bid or contract document.

Bidder - A firm, individual, or corporation submitting a bid in response to this (RFP).

Bid Unit - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

Contractor - The provider of the goods and/ or services under the Contract.

Contract Documents - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

Damaged Item- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

Dry Food Product- A dry product that does NOT require freezing or refrigeration.

Request for Proposal ((RFP)) - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An (RFP) is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The (RFP) must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

Pack size - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

Purchase Unit - The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

Solicitation - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

NSLP - National School Lunch Program

SBP - School Breakfast Program

HRTUWBBB – Habersham County, Rabun County, Towns County, Union County, White County, Banks

County, Barrow County , and Buford City Schools.

SECTION 1 TRANSMITTAL PAGE

The Habersham County, Rabun County, Towns County, Union County, White County, Banks County, Barrow County and Buford City Schools (HRTUWBBB) Boards of Education, School Nutrition Programs (Board/SNP) are requesting sealed bids for **RFP Chicken Processing, 100103, CHICKEN LARGE CHILLED BULK; and 100100, CHICKEN SMALL CHILLED BULK** Products. Bids are due by **March 22, 2019, at 10:00am**. Bids will be opened at White County Board of Education, Office of School Nutrition Director, 136 Warriors Path, Cleveland, GA 30528.

Bids shall be mailed or delivered to the White County Board of Education, School Nutrition Program, 136 Warriors Path, Cleveland, GA 30528. Bids must be enclosed in a sealed envelope and marked **RFP Chicken Processing, 100103, CHICKEN LARGE CHILLED BULK; and 100100, CHICKEN SMALL CHILLED BULK**. Questions regarding this Request for Proposal shall be directed to: Abby Rowland, School Nutrition Director, White County Board of Education, 136 Warriors Path, Cleveland, GA 30528, phone 706-865-2315, email: abby.rowland@white.k12.ga.us

Bidders may download solicitations by going to: habershamschools.com, rabuncountyschools.org , towns.k12.ga.us, union.k12.ga.us, white.k12.ga.us , banks.k12.ga.us, barrow.k12.ga.us, bufordcityschools.org

I. INTENT

- a) It shall be the intent and purpose of this Request for Proposal (RFP) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver processed chicken end products to the HRTUWBBB Boards of Education, School Nutrition Programs through sealed bids.
- b) The Board/SNP is seeking to identify and select one vendor to provide the items as listed in the attached product list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the (RFP) and any applicable Addenda.
- c) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this (RFP), shall commence on July 1, 2019 and terminate June 30, 2020.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.
- c) **Renewal Option** - This contract may be renewed for up to (4) four one-year terms at the same terms

and conditions by mutual agreement of both parties in written form.

III. BID SUBMISSION PROCEDURES

The Board/SNP is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this (RFP) are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Board/SNP.

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **RFP Chicken Processing, 100103, CHICKEN LARGE CHILLED BULK; 100100, Chicken Small Chilled Bulk.**
- b) Bids must be received by the Board/SNP no later than 10:00 a.m., March 22, 2019.
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP. Emailed and faxed bids are not acceptable and will not be considered. Electronic media must be in a protected sleeve. Bids must be mailed or delivered to:

Abby Rowland, School Nutrition Director
White County Board of Education
136 Warriors Path
Cleveland, Georgia 30528

- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the Board/SNP's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board/SNP.
- e) The Board/SNP has the right to waive any and all informalities.

IV. BID OPENING DATE/TIME/PLACE

Issue Date	February 22, 2019
Final Date for written questions	March 8, 2019
Deadline for submitting bids	March 22, 2019, 10:00 a.m

V. AWARD DETERMINATION STATEMENT

- a) This (RFP) is intended to be awarded to a single vendor and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this (RFP) is contingent upon available budget funds and approval of the HRTUWBBB Boards of Education.
- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the (RFP), within

approximately sixty (60) days of the opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.

- d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the (RFP) and addenda, (b) the selected bid response to the (RFP) by the Bidder and any attachments thereto, and (c) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

- a) This Request for Proposal ((RFP)) is issued by HRTUWBBB Boards of Education, School Nutrition Programs. All inquiries, clarifications, or interpretations regarding this (RFP) should be directed in writing to:

Abby Rowland, SNP Director
White County Board of Education
School Nutrition Program
136 Warriors Path
Cleveland, Georgia 30528

- b) Responses to inquiries that affect the content of this (RFP) will be provided in writing to all recipients of the (RFP). It is the responsibility of each Bidder to inquire about any aspect of the (RFP) that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this (RFP) until March 8, 2019, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an (RFP) will be furnished to all prospective Bidders as an Addendum to the (RFP) if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email address	

SECTION 2

STANDARD TERMS AND CONDITIONS

This contract between the HRTUWBBB Boards of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over \$100k)

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusion with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

III. BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a) **Termination** -The HRTUWBBB Boards of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the

contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

V. HUB STATEMENT (7CFR3016.36(e))

It is the intent of the HRTUWBBB Boards of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

IX. CIVIL RIGHTS STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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- (3) email: program.intake@usda.gov.

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X. RECORD RETENTION AND ACCESS CLAUSE

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the HRTUWBBB Boards of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or

any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the HRTUWBBB Boards of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. BID PROTEST PROCEDURES

Protests: A protest shall comply with and be resolved according to (Insert the appropriate state or local code or administrative procedures. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to Bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- _ the name, address, and telephone number of the protestor;
- _ the signature of the protestor or an authorized representative of the protestor;
- _ identification of the purchasing agency and the solicitation or contract number;
- _ a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- _ the form of relief requested

The HRTUWBBB Boards of Education shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect."

XIII. CODE OF CONDUCT

Per regulation 7CFR3016.36(3) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts."

Code of Conduct

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by Child Nutrition Funds.

The school districts listed in this RFP will maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent these SNP will participate in selection, or in the award or administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family or his or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Any school nutrition employee associated in any administrative phase (sourcing, purchasing, receiving, payable etc) shall be governed by the highest ethical and moral standards associated with the stewardship of public funds.

XIV. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

XV. EXCEPTIONS TO TERMS AND CONDITIONS

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

SECTION 3

SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

The Board/SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the Board/SNP may require documentation verifying that a written HACCP plan is followed.

1. TEMPERATURE:

The processor must take all necessary steps to ensure that their warehouse facilities/vehicles can safely and securely store and transport the products. It is the processor's responsibility to hold the frozen product at a uniform temperature of 0 degrees Fahrenheit or lower. At the time of delivery, the product should show no evidence of defrosting, refreezing, or freezer deterioration. Presence of products showing deviations from the requirements will cause rejection of the involved product or delivery.

2. PROPRIETARY INFORMATION: (Particularly applicable to purchase systems that require a vendor to include the cost paid for a product and where promotional allowances are offered)

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

3. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

Material code 100103 Chicken Large Chilled Bulk AND 100100 Chicken Small Chilled Bulk will be shipped directly to the manufacturer to be processed into Chicken end products. Only trans-fat free products will be accepted, except for naturally occurring small amounts of trans-fat that may be in an animal product. All "center of the plate" items should contain no more than 600 mg sodium per serving. Calories from "total fat" should be at or below 35% and calories from "saturated fat" should be below 10%. Breeding for chicken products must meet Whole Grain Rich requirements set by the USDA for the National School Lunch and Breakfast Programs. Products not in compliance for the general student population will be deemed non-responsive.

HRTUWBBB reserves the right to add new products during the duration of this contract, if the product is approved by HRTUWBBB. HRTUWBBB reserves the right to remove items from this contract, if the product is no longer needed.

HRTUWBBB must be notified within 30 days of any ingredient or nutritional changes or preparation process change in the awarded product.

Product Quality, Acceptability, & Nutritional Value: The processor will provide a brief description of their products and what has been done to ensure that their items are in compliance with the USDA Meal Pattern Requirements set by the USDA for National School Lunch and School Breakfast Programs. The processor will provide examples of programs and documentation from at least two (2) previous clients that had a successfully implemented processing contract within the last three years, in organizations of similar size, as well as a list of past contracts that qualifies them to undertake the Purchase of Processed Chicken Products for Material Codes 100103 and 100100. The processor will also provide End Product Data Schedules, Nutrition Analysis, Ingredient Statements, Cooking Instructions, and product combination instructions for all items submitted by their firm.

HRTUWBBB reserves the right to review vendor options (including both new items and items being discontinued) each year by March 15 or prior to determining the number of pounds to process.

4. FOOD RELATED TERMS AND CONDITIONS

Inspection and testing: The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

Net container quantity: The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

Product protection guarantees: School districts have "automatic" product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

Quantities: The quantities indicated on the product list are based on previous year's purchases and are accurate to the best of our ability. However, Offerors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

Service Level: The contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.

Brand identification: This is a qualified product specification. Bidders must bid on the specific name brand items requested. Deviations from this requirement will not be considered. When "Distributors Choice" is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the bid documents and cannot be changed during the effective period without the permission of the school district. When "Private Label" is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid. The vendor only needs to circle the word private label and the school district can be assured that the brand bid is the same as the chart.

Standards of identity: All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

Unit price prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Units of purchase: Whenever wholesale units of purchase are standardized, i.e., 6/#10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the description will specify the exact pack. When a potential contractor wishes to quote a pack size, which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted.

The potential contractor shall always mark out the pack specified and insert the pack being bid. The adjustment shall be made in the total quantity. A change in the bid unit or cost per unit is not acceptable. On items where the bid unit is specified in other terms, a space will be provided for potential contractor to enter the pack of the item being quoted. The potential contractor must complete this space when provided. If the pack size is followed by the word “only” the potential contractor must bid on the pack specified.

Drained weights: Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act. The individual products shall conform to drained weights as prescribed in the individual specifications of each product in 21CFR. Except for whole tomatoes drained weight is not a factor in USDA grades.

Substitutions: If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

5. METHOD OF PAYMENT and PRICING INFORMATION

- a) **Prices** – The “per case” pricing for Fee for Service or NOI should be quoted on a delivered cost. SFAs do not pay freight or fuel charges.
- b) The vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.
- c) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- d) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
- e) Prices will not include Federal Excise Tax or State Sales Tax.

f) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

g) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be broken down by school invoice and mailed to:

See Attachment F

6. METHOD OF SHIPMENT/DELIVERY

- 1) When HRTUWBBB assigned delivery order of raw product from USDA is received by the processor, processor will post receipt of raw commodity within 48 hours on K12 Foodservice or Processor Link website. End product is to be delivered with incremental continued just in time deliveries throughout the school year. The delivery location will be the Cooperative Purchasing Agency Warehouse.
- 2) The successful processor's delivery trucks must have temperature logs when transporting freezer/refrigerated products to the distribution center. If the temperature log is not computerized and automatically records temperatures during the route, the driver must record at the beginning of the route, at least two (2) additional stops during the route and at the last stop of the route. HRTUWBBB may request a copy of a specific delivery route's temperature log if an issue occurs. All delivery trucks must be clean, sanitary and free from dirt and debris. The distribution center may refuse a delivery if the truck is not clean and sanitary. During the shipment receiving process, all products will be checked for temperature compliance, damage, leakage or other deviations.

7. EVALUATION FACTORS

- a) Bids will be evaluated in accordance with the required specifications as listed in this (RFP). At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.
- b) The Board/SNP reserves the right to award a single contract for the total requirement of the (RFP) or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP.

8. ADDITIONAL BID INSTRUCTIONS

- a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that

information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.

- b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid-opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Addenda** - If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.
- d) **Bid examination** -
 - i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
 - ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the (RFP). It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.
- e) **Rejection or Disqualification of bids** –
 - i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
 - ii) The Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.
 - iii) The Board/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
 - iv) Issuance of this (RFP) in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Board/SNP.
 - v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The

Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.

- vi) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

f) Offer Acceptance Period - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

9. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.
- b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product must be picked up no later than the next delivery date.
- c) **Emergency orders** - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.
- d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.

10. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

11. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the Board/SNP.

12. INDEMNIFICATION

The vendor shall act as an independent Contractor and not as an employee of the Board/SNP. Vendor agrees to indemnify and hold harmless the Board/SNP, its elected officials, employees and agents from

and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this (RFP).

13. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on July 1, 2019.
- b) The Contractor must comply with the time of performance.

14. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

15. EVIDENCE OF INSURANCE

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this (RFP) the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the HRTUWBBB County Boards of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Board/SNP. Such certificate shall be issued to: HRTUWBBB Boards of Education, School Nutrition Department, addresses provided in Attachment F.

- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

16. EXCEPTIONS

A Bid submitted in response to this (RFP) constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this (RFP), except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this (RFP), the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this (RFP) that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

17. WARRANTY

Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

18. GIFTS AND GRATUITIES

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

19. PRE-BID CONFERENCE

If a pre-bid conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation's cover sheet or elsewhere in the (RFP) or RFP. An offerer should raise any questions it may have about the solicitation or the procurement at that time. An offerer may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

20. SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

21. WAIVER AND REJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- _ Waive any immaterial defect or informality;
- _ Reject any and all offers or portions thereof; or
- _ Cancel a solicitation.

22. RELEASE FROM CONTRACT

In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the HRTUWBBB Boards of Education, School Nutrition Departments, (hereinafter called Board/SNP) and _____ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver RFP Chicken Processing, 100103, CHICKEN LARGE CHILLED BULK; and 100100, CHICKEN SMALL CHILLED BULK to the Board/SNP's schools.

ARTICLE 2. CONTRACT TIME

The food deliveries shall be in accordance with this Agreement, and are to be completed as specified in (RFP).

ARTICLE 3. CONTRACT PRICE

Board/SNP shall pay CONTRACTOR for delivery of RFP Chicken Processing, 100103, CHICKEN LARGE CHILLED BULK; and 100100, CHICKEN SMALL CHILLED BULK, in accordance with CONTRACTOR'S bid, which is attached hereto. Board/SNP shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address: See Attachment F.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce Board/SNP to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.
- 5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Board/SNP and CONTRACTOR

concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A – Contract Signature Page
- Attachment B – Chicken Specifications
- Attachment C – Vendor Bid Form
- Attachment D – Lobbying Certificate and Disclosure
- Attachment E – Debarment Form
- Attachment F – Delivery Location and Invoicing Contacts
- Attachment G – Vendor Questionnaire and Scoring Matrix
- Attachment H – Bid Exception Form

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective _____, 2019

_____ Board of Education

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

_____ Date

ATTACHMENT B (posted separately as a fillable spreadsheet) Chicken Specifications

Brand	Commodity Code	Commercial Code	Descriptions	Case Weight & Pack	Serving Size	CN Crediting Info per Serving	WBSCM Number	DF LBS per case	USDA Price per LB	USDA Price per Case	FFS per Case	Total Case FFS + USDA Cost	Total Cost per Serving	Available NOI-FFS-MFFS	Comments
						Example: 2M/MA, 1G									
			<i>Chicken products containing any added trans fats will not be considered.</i>												
			If you need additional space to add available product, please add rows and complete information.												
			WHOLE MUSCLE OPTIONS												
			Chicken, Patty, Breakfast, WG Breeding												
			Fully cooked whole grain breaded skinless and boneless breast meat 1 piece whole muscle chicken breakfast/slider filet. Approximate meal and grains credit per serving meal contribution is 1 piece provides 1 oz MMA and .5 oz Grain												
			Whole Grain Breaded Chicken Breast Filet												
			Fully cooked whole grain breaded skinless and boneless breast meat 1 piece whole muscle chicken filet. Approximate meal and grains credit per serving meal contribution is 1 piece provides 2 oz MMA and 1 oz Grain												
			Whole Grain Spicy Breaded Chicken Breast Filet												
			Fully cooked Whole grain breaded hot and spicy skinless and boneless whole muscle breast meat chicken filet. Approximate meal and grain credits per serving meal is 1 piece provides 2 oz MMA and 1 oz Grain												
			Whole Grain Breaded Boneless Chicken Wing/Breast Chunk												

			Fully cooked whole grain breaded skinless and boneless breast meat. 4-5 pieces per serving whole muscle chicken. Approximate meal and grains credit meal contribution per serving provides 2 oz MMA and 1 oz Grain											
			Whole Grain Breaded Chicken Breast Tenderloin											
			Fully cooked whole grain breaded skinless and boneless breast meat tenderloin; 2-3 tenders per serving. Approximate meal and grains credit per serving meal contribution is 1 piece provides 2 oz MMA and 1 oz Grain											
			Dark Meat Only Options. List all possible options for dark meat with applicable codes											
			Dark meat whole muscle chicken produced from USDA 100103 dark commodity chicken											
			Breaded Dark Meat Chicken Popper											
			CN Dark Meat Chicken strips											
			Natural Proportion Products (White/Dark) List all possible options for white/ dark meat with applicable codes											
			Small bird options											

Usage Report

CP Code	Product Description	Total Servings Needed per Year								Total Servings Needed per Year for all Systems
		Habersham	Towns	White	Union	Rabun	Barrow	Buford City	Banks	
	Whole Muscle Options									
	Chicken Patty, Breakfast, Whole Muscle WG Breeding	127800	3600	48177	32000	77350	432000	12000	15280	748207
	Chicken, Patty, Lunch, Whole Muscle, WG Breeding	72000	7200	12627	29400	10980	168000	18750	22500	341457
	Chicken, Patty, Whole Muscle Hot&Spicy, WG Breeding	28800	3600	9360	1200	2700	0	0	5720	51380
	Chicken, Tender,Whole Muscle, WG Breeding	38250	7200	22221	28000	22295	80000	0	14796	212762
	Chicken, Chunks, Boneless,Whole Muscle, WG Breeding	54000	7200	17154	22520	19200	80000	0	18880	218954
	Chicken, Patty, Grilled, Whole Muscle filet	0	900	0	0	1700	1000	0	0	3600
	Chopped and Formed		0	0						
	Chicken Patty, Lunch, Chopped and Formed, WG Breeding	0	0	24183	5900	0	0	0	7840	37923
	Chicken Patty, Breakfast, Chopped and Formed, WG Breeding	0	0	0	29400	0	0	0	19845	49245
	Dark Meat Options									
	Chicken, popcorn, white and dark meat	81000	7200	45162	5400	70000	80000	0	15876	304638
	Chicken, Strips, Fajita	72000	7200	13257	41440	2000	40000	42000	30500	248397
	Chicken , Drumsticks, fully cooked, WG Breeding	36000	7200	0	0	14040	80000	0	0	137240
	Chicken, F/C Roasted Wings	40500	7200	13500	8000	14040	60000	0	8580	151820
	Chicken Sausage Patty	0	0	0	0	0	0	0	22080	22080
	Small Bird Options									
	Chicken, 8 pc cut-up Breaded	0	0	0	4062	11340	70000	18000	8690	112092
	Chicken, 8 pc cut-up Roasted	0	0	0	0	0	35000	0	0	35000
		0	0	0	0	0	0	0		
									Total Servings of All Products Needed per Year	2674795

Total Estimated Pounds for the Year	100000	20000	45000	0	65000	150000	12000	34000
Total Pounds for all Systems for the Year	426000							

Notice to Bidders:

This Bid is submitted to:

HRTUWBBB Boards of Education
School Nutrition Division
c/o White County Board of Education
136 Warriors Path
Cleveland, Georgia 30528

Contact Email: _____

Addendum 2 _____ Date _____

____ Contract Signature Page

Total Bid Price: \$_____

25

Authorized Signature of Bidder: (This bid form must be signed by an individual with actual authority to bind the company.)

Company Type (check one):

☐Sole Proprietorship ☐Partnership ☐Corporation ☐Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this (RFP) for Dairy and Nondairy Goods and that this Bid response is submitted in accordance with the (RFP) requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**: _____

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**: _____

Witness's Name: _____

Witness's Title: _____

****For Corporations:** The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

ATTACHMENT D - LOBBYING FORM & DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Attachment E - Debarment Form

This form is available electronically.

OMB No. 0505- 0027



United States Department of Agriculture

AD-1047

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME		PR/AWARD NUMBER OR PROJECT NAME	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)			
SIGNATURE(S)		DATE	

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

ATTACHMENT F DELIVERY LOCATION AND INVOICING CONTACTS

**Finished product will be delivered to the Cooperative Purchasing Agency,
Cleveland, GA**

County Bookkeeper Contacts for Invoices

Habersham County School Nutrition
Sylvia Gerrin
132 Stanford Mill Road, P. O. Box 70
Clarkesville, GA 30523
Tel: (706) 754-2110
sgerrin@habershamschools.com

Rabun County School Nutrition
Marie Carver
963 Tiger Connector Road
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ATTACHMENT G: VENDOR QUESTIONNAIRE AND SCORING MATRIX

The answers to these questions will be used to determine points awarded in the scoring matrix of this RFP.

1. Is your company able to deliver to the Cooperative Purchasing Warehouse (CPA) in Cleveland, GA?
Yes_____ No_____ Comments:_____
2. Does your company "Front Load" items?
Yes_____ No_____ Comments:_____
3. Explain in detail your company's process and associated lead times for incremental continued just-in-time deliveries throughout the school year of the End Product. _____

4. It is the preference of this group that all pricing be submitted via Fee for Service utilizing CPA as the receiving warehouse. Should a processor not have the capability to utilize CPA, it will not eliminate them from award, but will reduce scoring.

Does your company have the ability to participate in FFS with CPA?
Yes_____ No_____ Comments:_____
5. Submit order placement and balance tracking procedures. Specify whether K12 Foodservice or Processor Link is used to track balances. Indicate if your company is available to assist SNP with conversion of raw pounds to end products. Include a statement about how large bird is split between white and dark meat. _____

6. List contact personnel names and phone numbers or all key personnel as well as the primary responsibility of each contact. _____

7. Has your company provided End Product Data Schedules, Nutrition Analysis, Ingredient and Allergy Statements, and Cooking Instructions for each product on your proposal?
Yes_____ No_____ Comments:_____

8. Please include the following valid information for three references:

Company/School Name_____

Contact Name_____

Address_____

Telephone Number_____

Email Address_____

Company/School Name_____

Contact Name_____

Address_____

Telephone Number_____

Email Address_____

Company/School Name_____

Contact Name_____

Address_____

Telephone Number_____

Email Address_____

[Scoring Matrix on next Page]

Those criteria's values weighted as follows: (Maximum 100 points):

RFP for Chicken Scoring Matrix

RFP for Chicken Scoring Matrix

Evaluation Criteria		Points
Financial		
Average price per serving of WM filet, tender, and chunk	37	1st=37; 2nd=25, 3rd= 10
Product Acceptability		
Student taste test results	36	1st=36; 2nd=25, 3rd= 10
Service		
Fee for Service	5	
Incremental just in time delivery process	5	
Does company front load items	5	
Conversion of raw pounds to end product assistance	5	
White to Dark Ratio		
3:1	4	
2:1	2	
1:1	1	
Total Points		100
Ability to delivery to CPA, Cleveland, GA	Yes/No	
Nutritionals included	Yes/No	
References included	Yes/No	
NOI	Yes/No	

Attachment H: BID EXCEPTION FORM

HRTUWBBB Chicken Processing Bid

[illegible]